

JUN 19 1975-9 45 AM

## INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of October 1, 1973,  
between FIRST SECURITY BANK OF UTAH,  
N.A. (hereinafter sometimes called the Company  
or the Lessor), as Owner-Trustee, CANADIAN  
NATIONAL RAILWAY COMPANY (hereinafter called  
the Lessee) and MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Trustee (hereinafter called  
the Trustee).

WHEREAS the Trustee and the Company have entered  
into Equipment Trust Agreement No. 2 dated as of April 15,  
1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Lessor and the Lessee have entered  
into a Lease of Equipment No. 2 dated as of April 15, 1973  
(hereinafter called the Lease), such Lease having been  
assigned to the Trustee pursuant to an Assignment of Lease  
and Agreement No. 2 dated as of April 15, 1973, between the  
Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the Trustee and the Company now desire to  
amend the Equipment Trust Agreement to increase the limita-  
tion on the aggregate Cost (as defined therein) of the rail-  
road equipment which may be accepted and settled for there-  
under from \$3,500,000 (U.S.) to \$5,510,000 (U.S.);

WHEREAS the Lessor and the Lessee now desire to  
amend the Lease to increase the aggregate cost of the Units

(as defined therein) which may be leased pursuant to the Lease from \$3,500,000 (U.S.) to \$5,510,000 (U.S.); and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as required by Paragraph 10 of the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:

1. The first Whereas clause of the Equipment Trust Agreement is hereby amended by substituting \$5,510,000 for \$3,500,000 in the seventh line thereof.

2. The second and third Whereas clauses of the Lease are amended by substituting \$5,510,000 for \$3,500,000 in the eleventh and sixth lines thereof, respectively.

3. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

4. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect in all other respects.

5. This Amendment may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one

counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.


FIRST SECURITY BANK OF UTAH, N.A.,  
as Owner-Trustee

by



Authorized Officer

Attest:

  
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY,

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Trustee,

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Corporate  
Trust Officer

STATE OF UTAH

COUNTY OF SALT LAKE

On this 5<sup>th</sup> day of July, 1973, before me personally appeared M. J. Blakes, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My commission expires

Nov 10, 1976

Peggy Ann Kerkhoff  
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC

ss.:

CITY OF MONTREAL

On this        day of       , 1973, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Commissioner for Oaths




AMENDMENT dated as of October 1, 1973,  
between FIRST SECURITY BANK OF UTAH,  
N.A. (hereinafter sometimes called the Company  
or the Lessor), as Owner-Trustee, CANADIAN  
NATIONAL RAILWAY COMPANY (hereinafter called  
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assigned to the Trustee pursuant to an Assignment of Lease  
and Agreement No. 2 dated as of April 15, 1973, between the  
Lessor and the Trustee (hereinafter called the Assignment);

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road equipment which may be accepted and settled for there-  
under from \$3,500,000 (U.S.) to \$5,510,000 (U.S.);

WHEREAS the Lessor and the Lessee now desire to  
amend the Lease to increase the aggregate cost of the Units



(as defined therein) which may be leased pursuant to the Lease from \$3,500,000 (U.S.) to \$5,510,000 (U.S.); and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as required by Paragraph 10 of the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:


1. The first Whereas clause of the Equipment Trust Agreement is hereby amended by substituting \$5,510,000 for \$3,500,000 in the seventh line thereof.

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counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A.,  
as Owner-Trustee

by

Attest:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY,

by

Attest:

W. H. Bailey  
Vice President

*[Signature]*  
Assistant Secretary



MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Trustee,

by

Attest:

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant Corporate  
Trust Officer



STATE OF UTAH

COUNTY OF SALT LAKE

On this       day of       , 1973, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of the said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My commission expires

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC

ss.:

CITY OF MONTREAL

On this 25 day of October, 1973, before me personally appeared W.H. Bailey, to me personally known, who, being by me duly sworn, says that he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Commissioner for Oaths

R. G. Jenkins,

Commissioner for Oaths

Commissioner of Instrumentation

Office - Montreal

Expires June 11/77

STATE OF MARYLAND

ss.:

CITY AND COUNTY OF BALTIMORE

On this            day of            , 1973, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires

---

Notary Public

[NOTARIAL SEAL]

AMENDMENT dated as of October 1, 1973,  
between FIRST SECURITY BANK OF UTAH,  
N.A. (hereinafter sometimes called the Company  
or the Lessor), as Owner-Trustee, CANADIAN  
NATIONAL RAILWAY COMPANY (hereinafter called  
the Lessee) and MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Trustee (hereinafter called  
the Trustee).

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road equipment which may be accepted and settled for there-  
under from \$3,500,000 (U.S.) to \$5,510,000 (U.S.);

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(as defined therein) which may be leased pursuant to the Lease from \$3,500,000 (U.S.) to \$5,510,000 (U.S.); and

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counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST SECURITY BANK OF UTAH, N.A.,  
as Owner-Trustee

by

Attest:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

CANADIAN NATIONAL RAILWAY COMPANY,

by

Attest:

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Trustee,

by

Attest:

  
\_\_\_\_\_  
Assistant Vice President

  
\_\_\_\_\_  
Corporate  
Trust Officer

STATE OF UTAH

COUNTY OF SALT LAKE

On this       day of       , 1973, before  
me personally appeared       , to me  
personally known, who, being by me duly sworn, says that he  
is an Authorized Officer of FIRST SECURITY BANK OF UTAH,  
N.A., that one of the seals affixed to the foregoing instru-  
ment is the corporate seal of the said national banking  
association, that said instrument was signed and sealed on  
behalf of said national banking association by authority of  
its By-Laws, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
national banking association.

My commission expires

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC

ss.:

CITY OF MONTREAL

On this       day of       , 1973, before  
me personally appeared       , to me  
personally known, who, being by me duly sworn, says that  
he is a Vice President of CANADIAN NATIONAL RAILWAY COMPANY,  
that one of the seals affixed to the foregoing instrument  
is the corporate seal of the said corporation, that said  
instrument was signed and sealed on behalf of said corpora-  
tion by authority of its Board of Directors, and he acknowl-  
edged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

\_\_\_\_\_  
Commissioner for Oaths

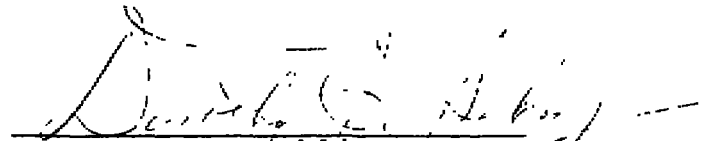
STATE OF MARYLAND

SS.:

CITY AND COUNTY OF BALTIMORE

On this 7th day of October, 1973, before me personally appeared G. J. Johnston, ASSISTANT ICE PRESIDENT, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires 7-1-74.

  
Notary Public

[NOTARIAL SEAL]

NOTARY PUBLIC  
BALTIMORE, MARYLAND